

Form NLRB - 501 (3-21)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
18-CA-320273	6/20/2023

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Nasonville Dairy		b. Tel. No. (715)676-2177
		c. Cell No.
d. Address (Street, city, state, and ZIP code) 10898 Hwy 10 West, Marshfield, WI 54449	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-mail (b) (6), (b) (7)(C)@nasonvilledairy.com
		h. Number of Workers Employed 300+
i. Type of Establishment (factory, mine, wholesaler, etc.) Dairy Processor	j. Identify Principal Product or Service Dairy products	

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practice(s))**

Since about (b) (6), (b) (7)(C) 2023, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining and enforcing a written rule prohibiting the discussion of wages.

On (b) (6), (b) (7)(C) 2023, the Employer discriminated against employee (b) (6), (b) (7)(C) by discharging (b) (6), (b) (7)(C) in retaliation for and or in order to discourage protected concerted activities, specifically for discussion of wages.

**3. Full name of party filing charge (If labor organization, give full name, including local name and number)**

(b) (6), (b) (7)	
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No. (b) (6), (b) (7)(C)
	4d. Fax No.
	4e. e-mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be organization)	

**B. DECLARATION**

(b) (6), (b) (7)(C) and that the statements are true to the best of my  
a and belief.

(b) (6), (b) (7)(C)  
(Print/type name and title or office, if  
any)  
Date: 6-20-23

Tel. No.  
(b) (6), (b) (7)(C)  
Office, if any, Cell No.  
(b) (6), (b) (7)(C)  
Fax No.  
e-mail  
(b) (6), (b) (7)(C)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practices and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30  
310 West Wisconsin Avenue, Suite 450W  
Milwaukee, WI 53203-2246

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (414)297-3861  
Fax: (414)297-3880



Download  
NLRB  
Mobile App

June 21, 2023

(b) (6), (b) (7)(C)

Nasonville Dairy  
10898 Hwy 10 West  
Marshfield, WI 54449

Re: Nasonville Dairy  
Case 18-CA-320273

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner JESSICA M. GIBSON whose telephone number is (414)930-7197. If this Board agent is not available, you may contact Supervisory Attorney ANITA C. O'NEIL whose telephone number is (414)930-7204.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g., SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlr.gov](http://www.nlr.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not

have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. To ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

**Controlled Unclassified Information (CUI):** This National Labor Relations Board (NLRB) proceeding may contain Controlled Unclassified Information (CUI). Subsequent information in this proceeding may also constitute CUI. National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

\* \* \*

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

JENNIFER A. HADSALL  
Regional Director



By: BENJAMIN MANDELMAN  
Officer in Charge

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 18-CA-320273
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## 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

## 2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )

## 3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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## 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

## 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

## 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

## 7A. PRINCIPAL LOCATION:

## 7B. BRANCH LOCATIONS:

## 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES \_\_\_\_\_)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

## 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

## 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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## 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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## PRIVACY ACT STATEMENT

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**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**NASONVILLE DAIRY**

Charged Party

and

**(b) (6), (b) (7)(C)**

Charging Party

**Case 18-CA-320273**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 21, 2023, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

**(b) (6), (b) (7)(C)**

Nasonville Dairy  
10898 Hwy 10 West  
Marshfield, WI 54449

June 21, 2023

Date

Courtney Lutz, Designated Agent of NLRB

Name

/s/ Courtney Lutz

Signature

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Individual	and
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CASE 18-CA-320273

Nasonville Dairy

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_  
Nasonville Dairy, Inc.


IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Sara J. Ackermann	
MAILING ADDRESS: 500 North First Street, Suite 8000, PO Box 8050	
Wausau WI	
E-MAIL ADDRESS: sackermann@ruderware.com	
OFFICE TELEPHONE NUMBER: 7158454336	
CELL PHONE NUMBER:	FAX: 7158452718
SIGNATURE: 	
DATE: Monday, June 26, 2023 9:32 AM Central Standard Time	

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**  
**Nasonville Dairy**

**Case 18-CA-320273**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish, Ukrainian, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places where notices are normally posted to employees, including in the break room and in the drivers' room. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**BOARD AGENT VISITATION/PHOTO DOCUMENTATION** - On a weekly basis throughout the 60-day notice posting period, the Charged Party will e-file with the Regional Director of Region 18 at [www.nlrb.gov](http://www.nlrb.gov), current dated photographs (containing the metadata) of all posted Notices. Furthermore, the Charged Party agrees to grant agents of the National Labor Relations Board access to its premises, without prior notification, for the purposes of confirming that the Notices are posted pursuant to the terms of this Agreement.

**PROHIBITION OF SIDE NOTICES** - Neither a copy of this Agreement nor any other side notice referencing this matter may be physically posted adjacent to the Board's notices.

**PHYSICAL DISTRIBUTION NOTICE TO ALL DRIVERS**- Within 14 days from approval of this agreement, the Charged Party will distribute a paper copy of the signed Notice to all driver employees and will have these employees sign a document indicating that they received a copy. To document its compliance with this requirement, the Charged Party will e-file a copy of the list signed by employees indicating receipt of the Notice via the Agency's e-filing portal at [www.nlrb.gov](http://www.nlrb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**MANDATORY TRAINING FOR SUPERVISORS AND MANAGERS** — Charged Party will schedule with Region 18 a mandatory 45-minute training session, to take place during the supervisors' and managers' work day, to be conducted via Zoom by a Board Agent. This training must be scheduled and completed within 60 days of the approval of this Agreement. The training session will cover employee rights protected under the National Labor Relations Act and will include additional time for questions and answers. The Region will conduct the training session at an agreed upon date and time within the 60-day posting period, but should the parties fail to agree upon a training date and/or time, the Regional Director of Region 18 shall have sole discretion to select the date and time for the training session. Charged Party will instruct its supervisors and managers that their attendance at the training session is mandatory. Charged Party will create an attendance list including the names of all supervisors and managers in attendance at the mandatory training and will provide a copy of that document to the Regional Director within 14 days from the day of the training session. Required to attend this training (assuming the following individuals remain employed by Charged Party at the time of the scheduled training) are: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

Initials: \_\_\_\_\_



**PAYMENT OF WAGES AND BENEFITS**— Within 14 days from approval of this agreement, the Charged Party will make each of the employees named below whole for loss of earnings and other benefits, with interest at the Board’s standard rate. The Charged Party will make appropriate withholdings from the Wage payment for each named employee. No withholdings should be made from the Nonwage payments.

Claimant	Wages (lost wages and 401(k) match)	Nonwages
(b) (6), (b) (7)(C)	\$29,000	\$11 in interest

**NOTICE OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** -- After the Regional Director has approved this Agreement, a responsible official of the Charged Party will print and post the “Employee Rights Under the NLRA” poster in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. This notice is available for download at the following web address: <https://www.nlrb.gov/news-publications/publications/employee-rights-notice-posting>. The Charged Party will keep the posters posted for a one-year period after the initial posting. The Charged Party agrees to grant agents of the National Labor Relations Board access to its premises for the purposes of confirming that the posters are posted pursuant to the terms of this Agreement.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
Initials

No \_/s/ (b) (6), (b) (7)(C) \_\_\_\_\_  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

Initials: \_\_\_\_\_

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Nasonville Dairy</b>		<b>Charging Party</b> <b>(b) (6), (b) (7)(C)</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ <b>(b) (6), (b) (7)(C)</b>	7-12-2023	/s/ <b>(b) (6), (b) (7)(C)</b>	7-13-2023
Print Name and Title below		Print Name and Title below	
Recommended By:	Date	Approved By:	Date
/s/Jessica M. Gibson	7/18/23	/s/Jennifer Hadsall	2023.07.21
JESSICA M. GIBSON		JENNIFER A. HADSALL	
Field Examiner		Regional Director, Region 18	

Initials: \_\_\_\_\_

(To be printed and posted on official Board notice form)

**AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES ALLEGING THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HAVE AGREED TO HEREBY NOTIFY AND ASSURE YOU THAT WE WILL FULLY RESPECT EMPLOYEE RIGHTS UNDER THE ACT. ACCORDINGLY, WE WILL NOT CONDONE OR TOLERATE ANY CONDUCT BY OUR AGENTS/REPRESENTATIVES WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS NOTICE. MORE SPECIFICALLY,**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**YOU HAVE THE RIGHT** to discuss wages, hours, and working conditions with your co-workers and **WE WILL NOT** tell you that this is prohibited or that wages are confidential;

**WE WILL NOT** ask you if you or others talked to your co-workers about your wages, hours, or working conditions and/or what was said in these discussions;

**WE WILL NOT** discipline you because you talked about your wages, hours, or working conditions with other employees and any verbal reprimands we have given you for doing so will not be used against you.;

**WE WILL NOT** fire you because you talked about your wages, hours, or working conditions with other employees and/or because you encouraged other employees to band together to demand higher wages from management;

**WE WILL** rescind and remove all company policies and documents, including the New Employee Reminders in employee personnel files, that indicate that wages are confidential and are not to be discussed;

**(b) (6), (b) (7)(C)** was entitled to return to **(b) (6), (b) (7)(C)** former job with us but **(b) (6), (b) (7)(C)** declined to do so;

**WE WILL** make **(b) (6), (b) (7)(C)** whole for any loss of earnings and other benefits, and for any consequential damages **(b) (6), (b) (7)(C)** suffered, including any direct or foreseeable pecuniary harms, as a result of **(b) (6), (b) (7)(C)** unlawful termination;

**WE WILL** remove from our files all references to the termination of **(b) (6), (b) (7)(C)** and **WE WILL** notify **(b) (6), (b) (7)(C)** in writing that this has been done, that **(b) (6), (b) (7)(C)** separation on **(b) (6), (b) (7)(C)** 2023 will not be used against **(b) (6), (b) (7)(C)** in any way, and **WE WILL** provide a positive job reference to any prospective employers of **(b) (6), (b) (7)(C)**;

Initials: \_\_\_\_\_

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**Nasonville Dairy**

(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

310 W Wisconsin Ave Ste 450 W  
Milwaukee, WI 53203

**Telephone:** (414) 297-3861  
**Hours of Operation:** 8 a.m. to 4:30 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: \_\_\_\_\_